# Seventh Amendment to the IME Professional Services – Member Services Contract

This Amendment to Contract Number MED-10-001-A is effective as of July 1, 2017, between the Iowa Department of Human Services (Agency) and MAXIMUS Health Services, Inc. (Contractor).

### Section 1: Amendment to Contract Language

The Contract is amended as follows:

**Revision 1.** Section 6 of the Contract, entitled "Term of the Contract" is hereby amended to read as follows:

The term of the Base Contract is May 1, 2010, through June 30, 2013 with Operations effective July 1, 2010.

The Contract Renewal Option Years will consist of five (5), one (1) year options. The Department may choose to renew the Contract for one (1) or more of the Contract Renewal Option Years. The Department shall have the sole discretion to exercise each renewal option. The Department shall use best efforts to notify the Contractor of the renewal decision ninety (90) days prior to the beginning of each renewal year.

**Revision 2.** Contract Duration. The Contract is hereby extended from July 1, 2017, through June 30, 2018.

**Revision 3.** RFP Section 6.5.9.2(e), which was incorporated into the Contract through the Second and Third Amendments, is hereby deleted in its entirety.

**Revision 4.** Section 7.1, "Performance Based Contract," paragraph that begins "Notwithstanding the above, the above payment obligations shall terminate as of the effective date of the Fifth Amendment. . . ." and all paragraphs below this paragraph, are hereby amended to read as follows:

Notwithstanding the above, the above payment obligations shall terminate as of July 1, 2017. Beginning July 1, 2017, Contractor may invoice the Agency consistent with the monthly invoice amounts set forth in the table below:

Timeframe	Monthly Invoice Amount
7/1/17-6/30/18	\$139,663.00

In addition to the above fixed fee amounts, payment shall include a variable cost per call for each phone call handled by a live Customer Service Representative, according to the fee schedule below:

Calls per Month	Variable Cost per Call
1 - 34,999	\$4.98
35,000 – 44,999	\$4.90
45,000 – 54,999	\$4.81
55,000 and above	\$4.73

The Contractor shall not charge the Agency for any calls handled by an IVR or otherwise diverted so as not to reach a live CSR. All calls handled by a live CSR, up to 34,999 in a given calendar month, shall be invoiced at the price in the first band. Additional calls over the first band shall be invoiced according to the total calls handled by band.

## Revision 5. Federal Funds. The following federal funds information is provided:

Contract Payments include Federal Funds? Yes
The contractor for federal reporting purposes under this contract is a: Vendor
DUNS #: 082347477
The Name of the Pass-Through Entity: Iowa Department of Human Services

CFDA #: 93.778
Federal Awarding Agency Name: Department of Health and Grant Name: Medical Assistance Program
Human Services/Centers for Medicare and Medicaid Services

#### Section 2: Ratification & Authorization

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

#### Section 3: Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Contractor, MAXIMUS Health Services, Inc.		Agency, Iowa Department of Human Services	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Charles K. Sweeney II	5-26-2017	1	7/2/15
Printed Name: Charles K. Sweeney II		Printed Name: Charles M. Palmer Je	my Farely
Title: Vice President, Contracts		Title: Director	/ 2